

LS-8669

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OGC HAS REVIEWED.

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27 May 1954

MEMORANDUM FOR: Deputy Director (Plans)

SUBJECT: Reference Dictionary of Oriental Languages -
Proposed Disposition Thereof

1. The attached memorandum dated 23 April 1954 from the Chief, VE Division, has been forwarded to us for comment on the legal facets of the proposal prior to your determination of its ultimate disposition.

2. It appears from the file furnished us that the dictionary, now partially complete, is the product of the collective efforts of the personnel of the [REDACTED] Station Translator-Interpreter Unit, working under the supervision of [REDACTED], [REDACTED] now 25X1A9a 25X1A9a wishes to complete and publish the work privately and has proposed that rights of the U. S. Government in the dictionary be waived in his favor on condition that the first \$5,000 of royalties received from the sale of the dictionary would be paid to CIA to reimburse the Agency for its investment in the form of salaries and supplies.

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3. The basic legal question raised in [REDACTED] proposal concerns the allocation of property interest in material apparently prepared by [REDACTED] and others during normal duty hours, although during periods when there was no work of the type for which the Unit was normally maintained. By the fact of his proposal, however, [REDACTED] recognizes that exclusive property interest in all materials produced by [REDACTED] and his Unit on Government time and with Government materials and supplies is in the Agency and that the Agency is entitled to utilize all such materials in any manner that it wishes. 25X1A9a 25X1A9a

4. This same problem was presented to this office in 1953 in the case of staff agent [REDACTED] who also produced a dictionary as a result of his overseas assignment. In this latter case we gave our opinion to the Special Contracting, Allowances, and Processing Staff that such of the materials as the Agency did not desire to retain under its exclusive control might quite properly be made available to the individual concerned for exploitation at his personal expense in any manner that he chose without accountability to the Agency for profits or gain resulting therefrom. We have no hesitation in giving the same opinion in this case, especially in view of that fact that the work is

25X1A9a still to be completed. We would have no legal objection, therefore, to an arrangement being entered into with [REDACTED] for his exploitation of the dictionary at his personal expense in any manner that he chooses, providing that the United States Government is granted a non-exclusive, irrevocable, royalty-free license to reproduce all or any part of the dictionary and provided also that [REDACTED] secures from all members of the Translator-Interpreter Unit who worked on the dictionary a waiver of any claim on their part against this Agency or the U. S. Government by reason of the assignment of the U. S. property interest in the dictionary to [REDACTED] to the exclusion of these other individuals. It is our further suggestion that the Agency decline [REDACTED] offer of \$5,000 since the acceptance of such payment might result in a technical legal business relationship with [REDACTED]. In our opinion if the provisions enumerated above are complied with, a transfer in the manner described will accomplish the desired objective of protecting the Agency's interest in the dictionary and at the same time not unreasonably preclude [REDACTED] and his associates from deriving personal benefit.

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[REDACTED]
Office of General Counsel

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